

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ST. PAUL FIRE AND MARINE
INSURANCE COMPANY, et al.,

Plaintiff,

v.

HEBERT CONSTRUCTION, INC., et al.,

Defendants.

No. C05-0388-TSZ

**ADMIRAL INSURANCE COMPANY'S MOTION
TO LIMIT SCOPE OF REASONABLENESS
HEARING**

**NOTE ON MOTION CALENDAR:
OCTOBER 20, 2006**

ORAL ARGUMENT REQUESTED

ADMIRAL INSURANCE COMPANY,

Third Party Plaintiff,

v.

SAFECO INSURANCE COMPANY, et
al.,

Third Party Defendant.

I. INTRODUCTION AND RELIEF REQUESTED

Admiral Insurance Company ("Admiral") respectfully requests the entry of an order limiting the scope of the reasonableness hearing with respect to American Economy Insurance Company's ("AEIC") settlement. Admiral appreciates that this Court has equitable power to

ADMIRAL'S MOTION TO LIMIT SCOPE OF
REASONABLENESS HEARING - 1
(No. C05-0388-TSZ)

MULLIN LAW GROUP PLLC
315 Fifth Avenue South, Suite 1000
Seattle, WA 98104
Phone: (206) 957-7007
Fax: (206) 957-7008

1 enter a claims bar order. However, any claims bar order should not extend to Admiral's right to
 2 equitable contribution for defense costs. Admiral and St. Paul each paid approximately \$400,000
 3 to defend MVLLC and HCI in the underlying action. In addition, the underlying stipulated
 4 judgment included \$1.6 million in taxed costs, bringing the total amount of defense costs to well
 5 over \$2 million. AEIC has yet to contribute a single nickel to these sums.

6 This Court has already determined that AEIC had a primary duty to defend MVLLC and
 7 HCI in the underlying litigation. Despite this duty, AEIC abandoned its insureds and left the
 8 other carriers to foot the entire defense bill. Under Washington law, an insurer's equitable
 9 obligation to its coinsurer to share in the costs of the defense is separate and distinct from an
 10 insurer's contractual obligation to its insureds. Because these rights are independent, Admiral's
 11 right to contribution for AEIC's fair share of the defense costs cannot be settled away by AEIC or
 12 the insureds, regardless of whether the AEIC settlement is reasonable. It is Admiral's position
 13 that AEIC's settlement is unreasonable on its face. That notwithstanding, the reasonableness of
 14 the AEIC settlement should have no bearing on AEIC's obligation to share in the defense of its
 15 mutual insureds. Recently found case law and fundamental fairness compel this conclusion.

16 **II. STATEMENT OF FACTS**

17 **A. Admiral Participated in the Defense of MVLLC and HCI.**

18 MVLLC and HCI tendered the defense of the underlying matter to multiple carriers,
 19 including Admiral, St. Paul and AEIC. *See* Admiral's Amended Answer at ¶134 (Document No.
 20 50). Admiral stepped up to the plate and defended MVLLC and HCI under a reservation of
 21 rights. *See* Admiral's Amended at ¶101 (Document No. 50). AEIC refused to defend MVLLC
 22 and HCI based on its unilateral determination that its policies were excess over other available
 23 insurance. *See* Ex. 1 to Weigel Decl. (Document No. 73). Meanwhile, both Admiral and St. Paul
 24
 25

1 paid hundreds of thousands of dollars to defend MVLLC and HCI in the underlying action. *See*
2 Ex. 1 to Junfola Decl.

3 **B. AEIC Enters Eleventh Hour Settlement.**

4 On April 5, 2005, the defendants in the underlying action entered into a Settlement
5 Agreement, Mutual Release, Assignment of Rights and Claims and Covenant not to Execute with
6 the Association in the amount of \$7.2 million (\$4.8 for costs of repair and \$2.4 for attorney fees).
7 *See* Exs. 38 and 41 to Gibson Decl. (Document No. 92). On the eve of a hearing before Judge
8 White to determine the settlement's reasonableness, AEIC and various other insurers entered into
9 a settlement agreement with the Association, as assignee for the Meadow Valley defendants, in
10 the amount of \$115,000. *See* Ex. C to Knowles Decl. (Document No. 60). It is unclear what
11 portion of the \$115,000 settlement was paid by AEIC. *See* Ex. C to Knowles Decl. (Document
12 No. 60). Judge White ultimately determined that the attorney fee portion of the \$7.2 million
13 settlement was unreasonable, and entered a Stipulated Judgment for the reduced amount of \$6.4
14 million (\$4.8 for costs of repair and \$1.6 for attorney fees).¹ *See* Ex. B to Knowles Decl.
15 (Document No. 60).
16

17 **C. This Court Determined AEIC Had a Primary Obligation to Defend and**
18 **Indemnify MVLLC and HCI.**

19 AEIC and Admiral recently filed cross-motions for summary judgment concerning
20 whether AEIC was entitled to a claims bar order and whether AEIC had a primary obligation to
21 defend and indemnify MVLLC and HCI. This Court determined that AEIC did indeed have a
22 primary duty to defend and indemnify MVLLC and HCI in the underlying action, but did not

23 ¹ This Court determined that the \$1.6 million in attorney fees did not fall under the category of
24 indemnity damages, but rather constituted "costs taxed" within the meaning of the St. Paul
25 policies. *See* Order dated September 7, 2006 (Document No. 141). The Admiral policy and the
AEIC policies contain similar language. *See* Ex. 1 to Duany Decl. (Document No. 62); Ex. A to
Knowles Decl. (Document No. 60).

1 decide whether AEIC was entitled to a claims bar order because there was insufficient evidence in
 2 the record to make a reasonableness determination. *See* Order dated July 19, 2006, at pp. 21, 16-
 3 17 (Document No. 115).

4 The Court's July 19, 2006, Order provides in relevant part:

5 **...Admiral argues that the plain language of the AEIC BOP policy obligates**
 6 **AEIC to defend and indemnify upon the occurrence of a "property damage"**
 7 **event...**Admiral maintains that any policy that triggers such obligations
 8 immediately is "primary." *See* *Diaz*, 143 Wn.2d at 62 ("Primary insurance" is
 9 defined as "[i]nsurance that attached immediately on the happening of a loss.>").
 10 As described above, **Admiral's analysis of the language in both policies is**
 11 **correct.** AEIC does not offer any alternative definition of "primary" insurance
 coverage, and the "property damage" coverage clause of AEIC's policy is virtually
 identical to Admiral's policy. **AEIC's contention that its BOP policies were not**
"primary" is without merit.

11 * * *

12 The Court concludes that **the inability of both AEIC and Admiral to**
 13 **demonstrate that their respective policies are not "primary" results in a**
 14 **presumption that they must share the defense and indemnity costs.** Because
 this presumption applies, the Court must next address the issue of
 whether...[AEIC's] \$115,000 settlement with MVLLC/HCI precludes a
 contribution claim by Admiral.

15 *See* July 19, 2006, Order at pp.12, 16-17 (Document No. 115) (emphasis added).

16 Despite its primary obligation to defend MVLLC and HCI, AEIC has not contributed a
 17 nickel to the underlying defense expenses. For the reasons that follow, any determination
 18 concerning the reasonableness of the AEIC settlement should have no bearing on AEIC's
 19 independent obligation to Admiral to share in the costs of defending their mutual insureds.
 20

21 **III. STATEMENT OF ISSUE**

22 Does the court's equitable power to enter an order barring contribution claims against a
 23 settling insurer extend to claims for reimbursement of defense costs where the settling insurer
 24 wrongfully refused to defend despite its primary obligation to do so and where the settling insurer
 25 left its coinsurers to foot the entire defense bill?

IV. EVIDENCE RELIED UPON

1. The Declaration of Joseph Junfola; and
2. The pleadings and papers on file in this action.

V. ARGUMENT

A. The Duty to Defend Is Sacrosanct.

Under Washington law, the duty to defend is both independent from and broader than the duty to indemnify. *Viking Ins. Co. v. Hill*, 57 Wn.App. 341, 346, 787 P.2d 1385 (1990). Insurers have a duty to defend *any* complaint alleging facts which, if proven, would render the insurer liable for indemnification of its insured. *Greer v. Northwestern Nat'l Ins. Co.*, 109 Wn.2d 191, 197, 743 P.2d 1244 (1987); *State Farm Gen. Ins. Co. v. Emerson*, 102 Wn.2d 477, 486, 687 P.2d 1139 (1984). Most policies require an insurer to defend even if the allegations of a lawsuit are “groundless, false or fraudulent.” *Emerson*, 102 Wn.2d at 485-86. Thus, a liability insurer must provide a defense, irrespective of the merits of a claim, if there is, or could be, coverage under the policy. *Id.* at 486; *see also Kirk v. Mount Airy Ins. Co.*, 134 Wn.2d 558, 564, 951 P.2d 1124 (1998) (because the duty to defend is broader than the duty to pay, the former may be triggered even if the insurer is not obligated to cover the loss).

AEIC’s primary defense obligation is total. It cannot be diminished by an argument that AEIC’s indemnity obligation was somehow limited to Interior Motive’s work when AEIC’s policy language does not purport to allocate coverage according to fault.² *See Equilon Enterprises L.L.C. v. Great American Alliance Ins. Co.*, 132 Wn.App. 430, 439-40, 132 P.3d 758 (2006) (broadly construing similar additional insured endorsement and holding that its purpose is

² That notwithstanding, the recent trial testimony leaves no doubt that the issues involving tile and grout at the Meadow Valley Condominium Project were indeed significant.

not to merely protect the additional insured from the negligence of the named insured). The question then becomes whether a trial court's equitable power to enter an order barring contribution claims against a settling insurer extends to claims for defense expenses where, as here, the settling insurer wrongfully refused to defend its insureds when it had a primary obligation to do so, and where the settling insurer left its coinsurers to foot the entire defense bill. Equity requires that this question be answered in the negative.

B. Washington Law Recognizes that Coinsurers Have an Equitable Obligation to Share in Defense Expenses.

Under Washington law, if a coinsurer wrongfully refuses to aid in the defense of its insured and pay its share, the coinsurer who rightfully defended has an action for equitable contribution against the other. *Clow v. National Indemnity Co.*, 54 Wn.2d 198, 207-208, 339 P.2d 82 (1959); *see also Kirkland v. Ohio Casualty Ins. Co.*, 18 Wn.App. 538, 569 P.2d 1218 (1977) (recognizing that insurers should contribute on a pro rata basis when they insure the same property and the same interest against the same risk); *Perez Trucking, Inc. v. Ryder Truck Rental, Inc.*, 76 Wn.App. 223, 234, 886 P.2d 196 (1994) (recognizing that concurrent primary insurers have a duty to share defense costs). Moreover, an insurer cannot escape liability for defending its insured based on a unilateral and incorrect determination that its coverage is excess over that of another carrier. The decision in *Western Pacific Insurance Company v. Farmers Insurance Exchange*, 69 Wn.2d 11, 46 P.2d 468 (1966), is instructive.

In *Western Pacific*, both Western Pacific and Farmers had a contractual duty to defend Formanek for claims arising out of an automobile accident. Western Pacific accepted its obligations and acted accordingly. Farmers, on the other hand, refused Formanek's tender of the defense based on its unilateral determination that the "other insurance" provision in its policy made it excess over Western Pacific. Western Pacific defended and settled the claims against

1 Formanek, and subsequently filed a declaratory judgment action against Farmers. The trial court
 2 entered judgment in favor of Western Pacific. On appeal, the Washington Supreme Court
 3 recognized that both Western Pacific and Farmers had a contractual obligation to defend
 4 Formanek regardless of the existence of other insurance, and stated as follows:

5 Farmers could not...stand aloof from the pending lawsuit upon the basis of a
 6 unilateral determination that the provisions and exclusions of its policy might
 7 relieve it of any liability, and thus escape responsibility for the expenses of the
 defense of Formanek when liability ultimately came home to roost.

8 *Id.* at 18.

9 Like the carriers in *Western Pacific*, both Admiral and AEIC had a contractual duty to
 10 defend MVLLC and HCI in the underlying matter. Like Western Pacific, Admiral accepted its
 11 obligations, stepped up to the plate and defended MVLLC and HCI. Like the defaulting insurer
 12 in *Western Pacific*, AEIC refused MVLLC and HCI's tender based on its unilateral determination
 13 that the "other insurance" provision in its policy made it excess over Admiral. It follows that
 14 AEIC could not stand aloof from the underlying lawsuit based upon its unilateral determination
 15 that its policies were excess and thereby escape responsibility for the expenses of defending
 16 MVLLC and HCI when liability ultimately came home to roost. Under such circumstances,
 17 Washington law provides Admiral, the coinsurer who rightfully defended the insureds, with an
 18 action for equitable contribution against AEIC, the coinsurer who wrongfully refused to aid in the
 19 costs of MVLLC and HCI's defense. *See Clow*, 54 Wn.2d at 207-208.

21 C. **Any Claims Bar Order Should Not Extend to Admiral's Claim for Defense**
 22 **Expenses.**

23 The fact that AEIC paid some portion of \$115,000 on the eve of Judge White's
 24 reasonableness determination should not absolve it of its independent obligation to Admiral to
 25 share in the costs of defending their mutual insureds. Admiral's right to be reimbursed for paying

1 more than its fair share of the defense costs belongs to Admiral and Admiral alone. It was
 2 neither AEIC's nor the insureds' right to settle away. Extending a claims bar order to Admiral's
 3 claim for reimbursement of defense costs would permit an insurer who abandoned its insureds to
 4 profit at the expense of the insurer who rightfully stepped up to the plate. This is precisely the
 5 type of substantial injustice that the doctrine of equitable contribution was designed to prevent.

6 No Washington court has published a decision addressing the issue of whether a claims
 7 bar order in favor of a settling insurer should apply to contribution claims for defense expenses
 8 when the settling insurer failed to pay its fair share and left its coinsurers to foot the entire
 9 defense bill. That notwithstanding, the court in *Puget Sound Energy v. Certain Underwriters at*
 10 *Lloyd's, London*, 138 P.3d 1068, 1078-80 (2006), recognized that a claims bar order should not
 11 be entered unless the rights of the non-settling insurers are adequately protected. Extending a
 12 claims bar order to Admiral's claim for reimbursement of defense expenses would rob Admiral of
 13 that protection. Indeed, it would leave Admiral, who rightfully defended MVLLC and HCI, with
 14 no recourse for having paid more than its fair share of the defense. Moreover, it would permit
 15 AEIC to escape its obligation to share in the costs of defending its mutual insureds and would
 16 circumvent public policy requiring carriers to step up to the plate when their duty to defend is
 17 triggered. Although there is no Washington decision directly on point, a recent decision from a
 18 California Court of Appeal is instructive. *See Employers Ins. Co. of Wausau v. The Travelers*
 19 *Indemnity Co.*, 141 Cal.app.4th 398, 46 Cal.Rptr.3d 1 (2006).³

20
 21 **D. Washington Law Is Consistent with the California Appellate Court's Recent**
 22 **Decision in Wausau.**

23 In *Wausau*, which had yet to be published when the parties briefed their cross-motions for
 24 summary judgment on the claims bar issue, several insurers sequentially insured the owner of a

25 ³ A copy of the *Wausau* decision is attached as Exhibit 1.

1 manufacturing plant that allegedly released hazardous contaminants at the plant site. In 1997 and
2 1998, the owner settled with a number of insurers to resolve environmental claims raised in the
3 *Jensen-Kelly* lawsuit. The *Jensen-Kelly* settlements released the settling insurers from any
4 obligation to defend or indemnify the plant owner against past, present and future environmental
5 actions and agreed to indemnify the settling insurers against any claims under their policies,
6 including other insurers' claims for contribution. In return, the settling insurers paid the plant
7 owner \$24 million.
8

9 Two more lawsuits were filed against the plant owner in 1999 and 2001. Both lawsuits
10 arose out of alleged contamination that emanated from the plant site from 1958 to the present.
11 Wausau was a primary general liability insurer for the plant owner from January 1969 until
12 January 1972. Each of the insurers who participated in the *Jensen-Kelly* settlement also provided
13 the plant owner with primary general liability insurance during the years the contamination
14 allegedly occurred. All of the policies contained a substantially similar duty to defend.

15 The plant owner tendered the 1999 and 2001 lawsuits to Wausau. Wausau agreed to
16 defend under a full reservation of rights. Wausau subsequently filed an action for declaratory
17 relief and equitable contribution against the settling insurers to recover some of its costs for
18 defending the 1999 and 2001 lawsuits. At trial, the settling insurers' primary contention was that
19 the *Jensen-Kelly* settlement agreements barred Wausau's claims for contribution. The trial court
20 rejected the settling insurers' position and held that Wausau was indeed entitled to equitable
21 contribution for the cost of defending the 1999 and 2001 lawsuits. The appellate court affirmed
22 the trial court's ruling. In so doing, the appellate court looked primarily to *Fireman's Fund Ins.*
23 *Co. v. Maryland Casualty Co.*, 65 Cal.App.4th 1279, 77 Cal.Rptr.2d 296 (1998), and considered
24 the purpose, application and effect of the equitable contribution doctrine.
25

1 The *Wausau* court recognized that “[w]here two or more insurers’ policies cover an
2 insured’s liability and one of them bears the defense burden alone, the insurer bearing that burden
3 is entitled to equitable contribution from the nondefending carriers.” *Id.* at 403. Relying
4 *Firemen’s Fund*, the *Wausau* court stated as follows:

5 “Equitable contribution permits reimbursement to the insurer that paid on the loss
6 for the excess it paid over its proportionate share of the obligation, on the theory
7 that the debt it paid was *equally* and *concurrently* owed by the other insurers and
8 should be shared by them pro rata in proportion to their respective coverage on the
9 risk. The purpose of this rule of equity is to accomplish substantial justice by
equalizing the common burden shared by coinsurers, and to prevent one insurer
from profiting at the expense of others.”

10 *Id.* at 404 (quoting *Fireman’s Fund*, 65 Cal.App.4th at 1293). The *Wausau* court echoed
11 *Fireman’s Fund*’s ruling that an insurer cannot avoid contribution to other insurers by settling
12 with the policy holder because the right of equitable contribution exists independent of the rights
13 of the insured and belongs to each insurer individually. *Id.*

14 The settling insurers argued that they were insulated from any contribution claim for the
15 defense of the 1999 and 2001 lawsuits because they “bought back” their coverage from the plant
16 owner for \$24 million. They also attempted to distinguish *Fireman’s Fund* on the grounds that
17 they entered the *Jensen-Kelly* settlements before the 1999 and 2001 actions were filed. The
18 *Wausau* court rejected the settling insurers’ arguments, concluding that nothing in the language or
19 reasoning of *Fireman’s Fund* suggests that a settling insurer is only responsible for contribution
20 to another for costs of defending cases pending at the time of settlement. As primary carriers, the
21 settling insurers’ obligation to their insured was triggered upon the occurrence of a loss or the
22 happening of an event giving rise to liability—namely, the alleged contamination that took place
23 during their respective policy periods. At the time of the loss, each insurer had a potential
24 obligation to defend and indemnify the plant owner against claims that might arise from a toxic
25

1 discharge. The *Wausau* court concluded that the settling insurers' had an equitable obligation to
2 share the cost of that defense regardless of whether they settled with their insured before or after
3 the 1999 and 2001 lawsuits were filed.

4 The *Wausau* court also rejected the settling insurers' contention that the application of the
5 rule announced in *Fireman's Fund* contravenes public policy by discouraging insurers from
6 settling with their insureds. In so doing, the *Wausau* court stated as follows:

7
8 [B]alanced against the societal interest in encouraging settlements are other public
9 policy interests and the equitable concerns underlying the well-established rule of
10 contribution between insurers. As stated in *Fireman's Fund*, "the reciprocal
11 contribution rights of coinsurers who insure the same risk are based on the
12 equitable principle that the burden of indemnifying and defending the insured with
13 whom each has independently contracted should be borne by all the insurance
14 carriers together, with the loss equitably distributed among those who share
15 liability for it in direct ratio to the proportion each insurer's coverage bears to the
16 total coverage provided by all the insurance policies."...[The settling insurers]
17 provide no authority for their ipse dixit claim that policies favoring the
18 encouragement of settlements militate a rule that would permit a coinsurer to
19 evade its share of the defense burden by separately settling with its insured. Nor is
20 there evidence before us that the *Fireman's Fund* rule in fact discourages
21 settlement. Here, [the settling insurers] settled with their insurer [sic] and
22 anticipated the possibility they could be held liable for contribution. They
23 included in the settlement agreements provisions that require [the plant owner] to
24 indemnify them for such claims. The trial court considered the import of the
25 settlements between [the settling insurers] and their mutual insured upon this claim
26 for contribution, and in the circumstances determined that contribution would be
27 allowed "to the amount of primary coverage" that was available under the
28 policies...[T]hat is exactly what the trial court was required to do.

19 *Id.* at 406 (citations omitted).

20 Both *Fireman's Fund* and *Wausau* recognize the inequity of allowing an insurer to escape
21 its equitable obligation to share the costs of the defense with its coinsurer simply by settling its
22 contractual obligation to its insured. Washington and California law are in accord with respect to
23 the proposition that an insurer's equitable obligation to its coinsurer is independent of its
24 contractual obligation to its insured. *Clow v. National Indemnity Co.*, 54 Wn.2d 198, 339 P.2d 82

(1959) (holding that when a coinsurer breaches its contract with its insured by wrongfully refusing to aid in the defense and to pay its share, the coinsurer who rightfully pays has a right of contribution against the other); *Kirkland v. Ohio Casualty Ins. Co.*, 18 Wn.App. 538, 569 P.2d 128 (1977) (coinsurers should contribute on a pro rata basis when they insure the same property and the same interest against the same risk); *Perez Trucking, Inc. v. Ryder Truck Rental, Inc.*, 76 Wn.App. 223, 234, 886 P.2d 196 (1994) (recognizing that concurrent primary insurers have a duty to share defense costs). Whether or not it was reasonable for AEIC to pay some portion of \$115,000 for a release of its contractual obligations to MVLLC and HCI is therefore irrelevant to the issue of whether Admiral is entitled to equitable contribution for the costs it expended in defending MVLLC and HCI in the underlying action.

On July 19, 2006, this Court found that AEIC had a primary obligation to defend MVLLC and HCI in the underlying action. *See* July 19, 2006, Order at pp. 12, 16-17 (Document No. 115). In light of AEIC's independent obligations to its coinsurers, that ruling should be sufficient to establish Admiral's entitlement to equitable contribution from AEIC for its fair share of the underlying defense costs.⁴ Any application of a claims bar order to the defense cost portion of Admiral's equitable contribution claim would fail to adequately protect Admiral's rights and would result in a windfall to AEIC. Consequently, any reasonableness determination should be limited to Admiral's equitable contribution claim for indemnity expenses, and should not extend to its equitable contribution claim for defense expenses.

VI. CONCLUSION

The purpose of the doctrine of equitable contribution is to prevent one insurer from profiting at the expense of others. Because this Court has already recognized AEIC's primary

⁴ The issue of allocation of the defense costs will need to be addressed separately.

1 obligation to defend MVLLC and HCI, Admiral is entitled to reimbursement of AEIC's fair share
2 of the defense expenses regardless of the reasonableness of the AEIC settlement. Accordingly,
3 any claims bar order should only apply to indemnity expenses, and should not extend to defense
4 expenses.

5
6 DATED: October 3, 2006.

MULLIN LAW GROUP PLLC

7
8 /s/ Daniel F. Mullin

Daniel F. Mullin, WSBA #12768

9 Tracy A. Duany, WSBA #32287

10 Attorneys for Admiral Insurance Co.

CERTIFICATE OF SERVICE

I hereby certify that on October 3, 2006, I electronically filed the following:

- Admiral Insurance Company's Motion to Limit Scope of Reasonableness Hearing;
- The Declaration of Joseph Junfola; and
- Certificate of Service

with the Court using the CM/ECF system which will send notification of such filing to the following:

Attorneys for Hebert Construction, Inc., Meadow Valley, LLC, Roger and Shelly Hebert, Henry and Karen Hebert, Andrzej and Roma Lawski, James and Anne Kossert

Kenneth Hobbs
601 Union Street, Suite 3100
Seattle, WA 98101-1374

Attorneys for St. Paul Fire and Marine Insurance Company and St. Paul Guardian Insurance Company:

Stephanie Andersen
Gordon & Polsker, LLC
1000 Second Avenue, Suite 1500
Seattle, WA 98104

Attorneys for Defendants Safeco/American Economy

William Knowles
Cozen & O'Connor
1201 Third Avenue, Suite 4200
Seattle, WA 98101

MULLIN LAW GROUP PLLC

By: /s/ Daniel F. Mullin
Daniel F. Mullin, WSBA No. 12768
Tracy A. Duany, WSBA No. 32287
Attorneys for Admiral Insurance Co.
315 Fifth Avenue S., Suite 1000
Seattle, Washington 98104
Telephone: (206) 957-7007
Facsimile: (206) 957-7008
Email: dmullin@mullinlawgroup.com

ADMIRAL'S MOTION TO LIMIT SCOPE OF
REASONABLENESS HEARING - 15
(No. C05-0388-TSZ)

MULLIN LAW GROUP PLLC
315 Fifth Avenue South, Suite 1000
Seattle, WA 98104
Phone: (206) 957-7007
Fax: (206) 957-7008